
BIDDER

BID SECURITY

CITY OF NEWARK
Delaware

CONTRACT NO. 15-10

STREET/PARK TREE INVENTORY

NOTICE

Do not disassemble. Return intact with
properly completed forms or bid may be rejected.

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Delaware

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CITY OF NEWARK
Delaware

CONTRACT NO. 15-10

STREET/PARK TREE INVENTORY

NOTICE OF LETTING

Sealed bids for Contract No. 15-10 Street/Park Tree Inventory, will be received in the Purchasing Office, Newark Municipal Building, 220 South Main Street, Newark, Delaware, 19711 until 2 p.m., prevailing time on Tuesday, June 9, 2015, and will be publicly opened and read aloud in the Council Chamber shortly thereafter.

The contract documents may be obtained from the City website at www.cityofnewarkde.us by using the Bid/Proposal Opportunities link on the home page.

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GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the Proposal form included herein. The Proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked, City of Newark - Contract No. 15-10 Street/Park Tree Inventory and be received in the Purchasing Office, 220 South Main Street, Newark, Delaware, 19711 until 2 p.m., prevailing time, Tuesday, June 9, 2015. Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) days following the bid opening date.

2. BID SECURITY

Each bid must be accompanied by a certified check, cashier's check or bid bond in the amount of five percent (5%) of the total quoted contract price, payable to the City of Newark. Failure to provide the required Bid Security may be grounds for rejection of the bid.

If the successful bidder fails or refuses to execute and deliver the contract within fourteen (14) calendar days after receiving notice of award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the Bid Security deposited with the bid. Any certified check or cashier's check submitted as Bid Security shall be returned to all unsuccessful bidders within sixty (60) calendar days after the bid opening date.

3. CONTRACT SURETY BOND

The successful bidder shall provide the City with a Contract Surety Bond in the amount of their quoted contract price guaranteeing faithful performance of the contract. Such bond shall be provided to the City with the executed agreement within fourteen (14) calendar days after receiving notice of award of the contract. Upon receipt of the Contract Surety Bond, the City will return any certified check or cashier's check submitted as Bid Security by the successful bidder.

4. TAXES

The bid price(s) shall not include federal or state taxes. If applicable, the bidder must furnish the City with the necessary tax exemption forms in triplicate upon submission of his invoice.

5. AWARDS

The City Manager will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City Council reserves the right to reject any or all bids and to waive minor irregularities and defects in form where the best interests of the City would be served.

6. INQUIRIES

Any inquiries regarding all non-computer technical specifications should be directed to Tom Zaleski, Parks Superintendent, at (302) 561-5017-(cell). Questions regarding computer related items are to be directed to Roberto DeDeus, Lead Desktop Support at (302)366-7000 x 2025. Questions regarding the bidding procedure should be directed to Cenise Wright, Purchasing Administrator, at (302) 366-7000 x 2005.

7. LICENSING

The successful bidder and any sub-contractors shall be licensed to operate in the State of Delaware, shall be registered as a contractor in the City of Newark and shall possess all other required licenses.

8. NON COLLUSION

Bidders are prohibited from entering into any agreement, participating in any collusion or otherwise taking any action in restraint of free competitive bidding in connection with this bid.

9. COMPUTER PROGRAM CAPABILITY

All data must be provided in a format directly compatible with current Esri, the City's GIS mapping program. Information about Esri can be found at the company's website at <http://www.esri.com>.

All data MUST be delivered in i-Tree Streets format NO EXCEPTION.

10. ADDENDA

Any changes to the bid documents shall be made only by written addenda issued no later than four (4) calendar days prior to the date set for bid opening. Prospective bidders shall bear the entire responsibility for being sure they have received any and all such addenda.

11. EXCEPTIONS

Any and all exceptions to the specifications or other bidding requirements must be noted in the space provided on the Proposal form. Any exceptions may constitute

suitable grounds for rejection of the bid. It will be the bidder's responsibility to supply any and all documentation for the exception as needed and requested by the City.

12. ADVERTISEMENT

It is further agreed that any bidder submitting a bid will not use the name of the City of Newark in any advertisement without first obtaining the written consent of the City Manager.

13. FAMILIARITY WITH PROPOSED WORK

The contractor shall carefully examine the City boundaries/limits, contract document and specifications and become familiar with the full scope of the work to be completed. The contractor shall not, at any time after the execution of the contract, set up any claims whatever based upon insufficient data or incorrectly assumed conditions or character of the work to be performed under this contract.

14. PROTECTION TO PUBLIC PROPERTY

- A. The contractor shall be strictly responsible for any and all damages or injury of every kind and description, which directly or indirectly may be done to any property or sustained by any persons during the performance of the work. Special care shall be given when traveling across field/turf areas with machinery. Whenever possible alternate routes should be used to avoid field/turf damage.
- B. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, the contractor shall restore at his own expense such property to a condition similar or equal to that existing before such damage was done by repairing, rebuilding or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.
- C. When necessary the contractor must get permission to enter onto private property.

15. LIABILITY INSURANCE

- A. Except as otherwise provided by law, the contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or anyone directly or indirectly employed by any of them.

- B. The contractor and his subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against public liability, property damage and vehicular liability. The contractor's Public Liability Insurance shall be in an amount not less than \$200,000 for Bodily Injury, including accidental death, to any one person and an amount not less than \$500,000 for any one occurrence. Property Damage Insurance shall be in an amount not less than \$100,000 per occurrence and \$200,000 aggregate. Vehicular Liability shall be in the amount of \$100,000 for any one person or \$200,000 for each occurrence.
- C. A copy of the Certificate of Insurance naming the City of Newark, Delaware as an additional insured party must be provided to the City within fourteen (14) calendar days after receiving notice of award of the contract.

16. WEEKLY UPDATES

The Forestry Technician or technicians will be required to submit in writing to the Parks Superintendent a weekly update on areas surveyed using GPS and any issues on plant identification or any other related issues as they pertain to this contract.

17. QUALIFICATIONS OF SUPERVISION/TECHNICIANS

All technicians doing the inventory work shall (1) have achieved a minimum of an associate's degree or have a minimum of 60 semester hours in forestry or horticulture, and (2) have plant identification skills with both forest and ornamental tree species, and (3) have been employed by the firm at least one year or three consecutive summers. Firms employing ISA certified arborists to perform the tree data collection will receive preference; ISA certification will be used as a determining factor in the contract evaluation process. Resumes of all technicians performing the data collection must be submitted with contract bid documents.

The person overseeing the data collection must (1) have either a two or four year college degree in Forestry or Horticulture, (2) be an ISA certified arborist or be an ISA Certified Municipal Arborist with a combination of equal education and experience, and (3) have been employed by the firm for at least two years. Also, the technician overseeing the data collection shall have taken and passed the ISA tree risk assessment course. **Resume must be submitted with contract bid documents.**

18. RESUMES

Resumes for any and all staff overseeing and collecting tree data shall contain at the minimum the following information:

- Name and title
- Office location and city of residence

- Project responsibilities and roles
- Education background
- Professional registrations, certificates and memberships
- Years of relevant experience along with names of firms and dates of employment
- Listing of other tree inventories they participated on with your firm or other firms.

19. QUALITY CONTROL

During the inventory process, extensive quality control algorithms must be applied on a daily basis. These quality control checks will verify the accuracy and completeness of the tree inventory data. The contractor's must run specific analysis software on the collected data to ensure consistency and accuracy.

In addition to computerized quality checks and control, a senior inventory arborist overseeing the project must be on-site regularly to field-check the data collected by other staff to assure adherence to City work specifications and national industry standards.

The City may further test the accuracy of the contractor's GPS and GIS equipment and mapping capabilities of staff by requiring the contractor to collect location data on known reference points in the City.

The contractor must assure the City that if any errant tree site location is detected, that is due to operator error or equipment malfunctions, then the correction responsibility belongs to the contractor and will be promptly remedied.

20. BACKGROUND/HISTORY OF BIDDER

The bidder should include a comprehensive narrative history of the firm, including the development of its experience in completing Tree Inventory projects and the depth of resources to provide the Tree Inventory and software solicited within this contract. Explain the size of your firm, including years in business, office locations and legal structure.

21. TERMINATION OF AGREEMENT AND INDEMNIFICATION

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

Indemnification – The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of,

based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

22. PROJECT FUNDING

This project is being funded using City funds; therefore, neither Federal nor State of Delaware “prevailing wage regulations” do not apply.

23. WORKING HOURS

Work hours will be from 7am through 5pm, Monday to Friday. Saturday and Sunday hours will only be allowed if authorized by the Parks Department. Parks Superintendent, Tom Zaleski (302)561-5017(cell) must be given 24 hours’ notice prior to beginning inventory data collection.

24. SUBCONTRACTING

The bidder should identify any of the required services that will be subcontracted, if any, providing the following information:

A. Reasons for subcontracting.

B. Proposed subcontractor responsibilities.

C. Identity of proposed subcontractors including location, relevant personnel and experience, previous use as a subcontractor, and any other relevant supporting information as required by the City.

D. Submit resumes of any individuals gathering tree data as per requirements within this contract.

25. PROJECT COORDINATION/APPROACH/SCHEDULING

The bidder should describe in detail the proposal for providing the Tree Inventory Program, and software solicited by this contract. This shall include a list of all equipment owned by the company that is used for tree inventory data collection. Provide the type, brand, and age of equipment that will be used on this project. The inventory must be performed using GPS equipment or other GIS-compatible data collection hardware that is no older than three years. The bidder should also include and describe the proposed tree management software as well as providing any other additional information as needed by the City. The bidder must include a work plan illustrating how the scope and agreed upon deadline will be met.

Contractor must be able to perform the inventory services without delay from other projects and commitments, and be able to expand the field staff within a two-week period if needed and desired by the City.

26. REFERENCES

Each bidder shall provide three (3) letters of reference for similar projects completed within the past five (5) years which included a tree inventory of 10,000 trees or more. Provide reference contact information on the enclosed Reference Sheet (page 14).

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TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK

The work described in these specifications shall consist of furnishing all materials, labor, tools, equipment and incidentals necessary to collect any and all data as requested for the tree inventory to be completed within the City of Newark limits.

2. TREE RISK ASSESSMENT

All tree risk assessments will be done on a Level 2 qualitative risk assessment based on ANSI A300 (Part 9) standards along with its companion publication "Best Management Practices: Tree Risk Assessment" published by the ISA (2011). The assessment will include a 360 degree assessment of the tree from the ground based on the ISA tree risk assessment protocols.

3. TREE INVENTORY DATA FIELD DEFINITIONS

The following data fields and input/collection code formats will be required as part of this Street/Park Tree Inventory. These data fields and their values will be programmed into the equipment used for the inventory data collection. These will be broken into two distinct categories for collection of this data: Street Tree and Park Tree. Under both distinct categories all of the following fields will be included:

- A. Tree ID number and address/location/park name
- B. GPSX – Projected longitude coordinate
- C. GPSY – Projected latitude coordinate
- D. Tree Species and cultivar if possible
- E. Tree Diameter – at DBH
- F. Tree Height – recorded height in 10 foot ranges
- G. Live Top Height – recorded in feet
- H. Canopy Spread – recorded in feet
- I. Percent of Crown Missing – recorded in percentages between 0% and 100% at 5% intervals
- J. Percent at Crown Dieback – recorded in percentages between 0% and 100% at 5% intervals
- K. Single or Multiple Stems – one stem only, if multiple how many stems
- L. Overall Tree Condition – Excellent 100%, Very Good 90%, Good 80%, Fair

60%, Poor 40%, Critical 20%, Dead 0%

- M. Primary Maintenance Need
 - 1. Tree Pruning
 - Raise treeline
 - Prune out deadwood/touching wood/wood heading inside
 - Directional pruning
 - Sucker removal at trunk/root flare or in crown
 - Cabeling/rodding
 - 2. Tree Removal, but leave +/-25' for habitat
 - 3. Complete Removal
 - 4. Stump Removal
- N. Observations –
 - 1. Decay/Cavity/Damage
 - Crown/limbs
 - Trunk
 - Root flare
 - 2. Improperly mulched
 - 3. Improperly pruned
 - 4. Nutrient deficiency
 - 5. Pest problem
 - 6. Girdling root
 - 7. Signs of stress
- O. Further Inspection – Yes / No
- P. Clearance issue – Yes / No
 - Street light
 - Overhead wires
 - Building
 - Sign/signal
 - Vehicle
 - Pedestrian
- Q. Probability of Failure – n/a, low, moderate, high, extremely high
- R. Size of Defect – n/a, <4 inches, 4-20 inches, >20 inches
- S. Target Rating – n/a, occasional use, intermittent use, frequent use
- T. Risk Rating – none, low risk, moderate risk, high risk, extreme risk
- U. Notes – special conditions noted/recorded
 - Date – mm/dd/yy
 - Time – 00:00:00
 - Staff – staff name who collected data

4. OVERALL TREE SPECIES BREAKDOWN

The Street/Park Tree Inventory shall include a final tally of each tree species and its overall percentage that it makes up within the urban forest canopy cover with all species adding up to a final tally of 100%.

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STREET/PARK TREE INVENTORY

PROPOSAL

TO: The Mayor and City Council
 Newark, Delaware

FROM: _____

The undersigned as a lawfully authorized agent for the below named Bidder, has carefully examined the General Provisions, Specifications, and Proposal to be known as Contract No. 15-10 and binds himself/herself on award to him/her by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which contract this Proposal and said General Provisions and any addenda shall be a part, and to furnish all materials and provide all machinery, tools and labor necessary to perform and complete the work within the time required by the contract in complete accordance with said General Provisions and Specifications, at the following named prices:

<u>Description</u>	<u>Amount</u>
1. Lump sum price to do all work as described in this contract up to 8000 trees.	\$ _____
2. Cost per tree for any over 8000 trees	\$ _____

This proposal shall be irrevocable for a period of 60 days after bids are opened. We acknowledge receipt of Addendum(s) No.(s). _____

Exceptions: _____

PROJECT TO BE COMPLETED IN THIRTY (30) CALENDAR DAYS FROM DATE OF NOTICE TO PROCEED.

DATE: _____ BIDDER: _____

BY: _____

Legally authorized representative.

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

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BOND TO ACCOMPANY PROPOSAL

(not necessary if certified or cashier's check is used)

KNOW ALL MEN BY THESE PRESENTS THAT _____ of _____ of the County of _____ and State of _____, principal, and _____ of _____ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the City of Newark in the sum of _____ dollars, to be paid to said City of Newark for use and benefit of the Mayor and Council of Newark, for which payment well and truly be made, we do bind ourselves, and each of our heirs, executors, administrators and successors, jointly and severally, for and in the whole, firmly by these presents. Sealed with our seal dated the _____ day of _____ in the year of our Lord, two thousand and fifteen (2015).

NOW THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the above bounded principal _____ who has submitted to said City of Newark, a certain proposal to enter into a certain Contract No. 15-10, and if said _____ shall well and truly enter into and executes said contract and furnish therewith such Surety Bond or Bonds as may be required by the terms of said contract and approved by said City of Newark, said Contract, and said Bond to be entered into within fourteen (14) calendar days after the date of official notice of award thereof in accordance with the terms of said proposal, then this obligation to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN THE
PRESENCE OF WITNESS

SIGNED _____ (SEAL)

BY _____ (SEAL)

SIGNED _____ (SEAL)

BY _____ (SEAL)

BIDDER _____

LISTING OF SUBCONTRACTORS – CONTRACT NO. 15-10

Bidder/contractors shall fill in the following listing of subcontractors they intend to use in the performance of the contract work. No subcontractor shall be substituted for any listed below without the written consent of the City. Contractor hereby certified that he has notified all subcontractors that they are obligated to comply with the provisions of Federal or State laws as they pertain to this project and they must submit evidence of such compliance upon notice of request.

1. Name: _____

Address: _____

Type of Work: _____

2. Name: _____

Address: _____

Type of Work: _____

3. Name: _____

Address: _____

Type of Work: _____

4. Name: _____

Address: _____

Type of Work: _____

Date: _____

Bidder/Contractor: _____

By: _____

Its legally authorized representative

Print Name: _____

Check: ☐ Corporation; ☐ Partnership; ☐ Individual

Address: _____

City, State, Zip: _____

Telephone: _____

REFERENCES

Provide the following information for four (4) references who will attest to your company's ability to undertake and complete this type of work.

1. Customer reference information:

Name (Print) _____

Address _____ City _____ St. ____ Zip _____

Phone () _____

2. Customer reference information:

Name (Print) _____

Address _____ City _____ St. ____ Zip _____

Phone () _____

3. Customer reference information:

Name (Print) _____

Address _____ City _____ St. ____ Zip _____

Phone () _____

4. Customer reference information:

Name (Print) _____

Address _____ City _____ St. ____ Zip _____

Phone () _____

